

## **Electronically Recorded**

## Official Public Records

## Tarrant County Texas

2009 Mar 03 04:23 PM

D209058001

Fee: \$ 32.00

Submitter: SIMPLIFILE

5 Pages

Suzanne Henderson

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Chesapeake Operating, Inc.

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON  
YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION  
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PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR  
DRIVER'S LICENSE NUMBER.**

L0218925

## **AMENDMENT OF OIL, GAS AND MINERAL LEASE**

**WHEREAS**, on February 27, 2007, **Tarrant County, Texas**, a political subdivision of the State of Texas (the "Lessor"), executed and delivered unto **Chesapeake Exploration Limited Partnership**, the predecessor in interest to **Chesapeake Exploration L.L.C.**, an Oklahoma Limited Liability Company, ("Chesapeake") (the "Lessee"), an Oil, Gas and Mineral Lease (the "Lease") which is recorded as Memorandum of Oil and Gas Lease, Document # D207140958, of the Official Records of Tarrant County, Texas, covering lands more specifically described herein below:

**14.863** acres of land, more or less, out of the Hiram Little Survey, Abstract 930, Tarrant County, Texas, Tarrant County Public Works Department, Lot 1, Block 1 in the Precinct 1 Addition, Tarrant County, Texas.

**WHEREAS**, since the execution and delivery of the Lease, it has been discovered that a portion of said lease pertaining to pooling being provision 5, Pooling, ( 1. last sentence of the last paragraph) and the Retained Acreage Clause, provision 7B – Horizontal Wells, ( 2. 2<sup>nd</sup> and 3<sup>rd</sup> sentences of the 1<sup>st</sup> paragraph) are inadequate for the benefit of both parties, and thus, the Lessor and Lessee desire to amend the pooling provision of the Lease in order to more effectively develop the Lands contained with the hereinabove described Lease;

**NOW THEREFORE**, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the Lessor and Lessee do hereby amend the Lease as follows:

(a) Said pooling provisions currently read as follows, to wit:

1. "Notwithstanding anything to the contrary therein above, no unit may be formed that contains less than 50% of the unit acreage from leased premises."
2. "The term "horizontal well" or "horizontally drilled well" shall mean any well that is drilled with one or more horizontal drainholes having a horizontal drainhole displacement of at least five hundred eighty-five (585) feet. For the purposes of further defining the term "horizontal wells" and "horizontally drilled" reference is made to the definitions contained within Statewide Rule 86, as promulgated by the Railroad Commission of Texas, which definitions are incorporated herein for all purposes."

The above sentence, (a) 1., is hereby deleted in its entirety. The following sentences are added in place of (a) 2. (i.e. the Lease is hereby amended to read), to wit:

The creation of a unit by pooling shall be based on the following criteria (hereinafter called "pooling criteria"): A unit for an oil well (other than a horizontal completion) shall not exceed 40 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 200 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so.

The Lessor does by these presents ratify, confirm and adopt the Lease and the addendum thereto as amended hereby, and do further grant, let, lease and demise unto the Lessee all of the land described therein, together with all rights thereunder, under the same terms and conditions contained in the original lease, except as herein amended.

Executed by each party on the date set forth in their respective acknowledgments below, but effective for all purposes as of the date such instrument is filed for recording in the office of the county clerk.

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Chesapeake Operating, Inc.

Lessors:

TARRANT COUNTY, TEXAS

By: D. Alan Whitley  
County Judge

ATTEST:

By: Nancy Thompson, Deputy  
County Clerk

APPROVED AS TO FORM:

By: Polly Pike  
District Attorney

Lessee:

Chesapeake Exploration L.L.C.,  
An Oklahoma limited liability company  
Successor by merger to Chesapeake Exploration  
Limited Partnership

By: Henry J. Hood, Sr. Vice President – Land and Legal & General Counsel  
*JB*  
*8632*

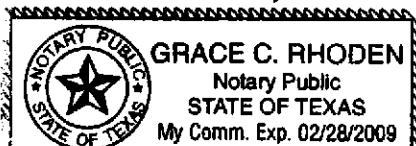
Electronically Recorded  
Chesapeake Operating, Inc.

ACKNOWLEDGMENT

STATE OF TEXAS )  
 ) ss.  
COUNTY OF TARRANT )

On this 17 day of February, 2009 before me, Grace C. Rhoden Notary Public in and for said County and State, personally appeared B. Glen White, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument in person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Grace C. Rhoden

Notary Public

My Commission Expires: 02/28/2009  
My Commission Number: \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF TEXAS )  
 ) ss.  
COUNTY OF TARRANT )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2009 before me, \_\_\_\_\_ Notary Public in and for said County and State, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument in person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_  
My Commission Number: \_\_\_\_\_

ACKNOWLEDGMENT

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Chesapeake Operating, Inc.

STATE OF OKLAHOMA

§

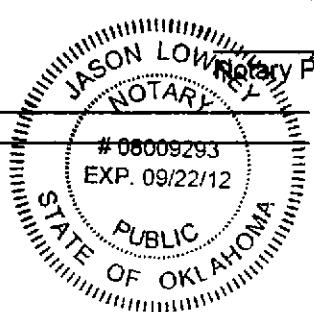
COUNTY OF OKLAHOMA

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Before me, the undersigned, a Notary Public in and for said County and State, on this 3 day of March, 2009, personally appeared Henry J. Hood, Senior Vice President - Land and Legal & General Counsel of **Chesapeake Exploration L.L.C.**, an Oklahoma Limited Liability Company, successor by merger to **Chesapeake Exploration Limited Partnership**, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My Commission Expires: \_\_\_\_\_  
My Commission Number: \_\_\_\_\_



A handwritten signature of Jason Lowrey in black ink, written over the notary seal.

Record & Return to:  
Chesapeake Operating, Inc.  
P.O. Box 18496  
Oklahoma City, OK 73154